

UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND

CITIBANK, N.A., AS TRUSTEE FOR  
AMERICAN HOME MORTGAGE ASSETS  
TRUST 2006-3, MORTGAGE BACKED  
PASS-THROUGH CERTIFICATES SERIES  
2006-3,

Plaintiff,

v.

C.A. No. 1:18-cv-00427-JJM

KATHERINE L. CAITO,

Defendant,

v.

INTERNAL REVENUE SERVICE,

Interested Party.

**AFFIDAVIT OF SONY PRUDENT OF OCWEN LOAN SERVICING, LLC IN SUPPORT  
OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

I, Sony Prudent, hereby declare and state as follows:

1. I am a Senior Loan Analyst for Ocwen Financial Corporation, whose indirect subsidiary is Ocwen Loan Servicing, LLC ("Ocwen"), and I am authorized to make this affidavit on behalf of Ocwen. Ocwen is the loan servicer for the subject mortgage loan on behalf of Plaintiff, Citibank, N.A., as Trustee for American Home Mortgage Assets Trust 2006-3, Mortgage Backed Pass-Through Certificates Series 2006-3 ("Citibank, as Trustee").

2. I am over the age of 18 and competent to testify as to the matters contained in this affidavit. I have access to the business records of Ocwen, including the business records for and relating to the loan at issue in this litigation. I make this affidavit based upon my review of those

records relating to the loan and from my own personal knowledge of how they are kept and maintained. The loan records are maintained by Ocwen in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity. Ocwen's records that relate to the loan that I reviewed and relied upon for the statements made in this Affidavit include images of the note, Ocwen's electronic servicing system and images of correspondence.

3. I have reviewed Ocwen's records with respect to mortgage loan number ending 2929 for the borrower and Defendant, Katherine L. Caito (the "Borrower").

4. Borrower executed a promissory note on June 6, 2006, in the original principal amount of \$4,500,000.00 (the "Note") in favor of American Brokers Conduit. To secure repayment of the Note, Borrower granted a mortgage on property located at 16 Yosemite Valley Road, Westerly, Rhode Island (the "Property") to Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for American Broker's Conduit (the "Mortgage").

5. Ocwen has not received any payments from the Borrower since April 2012. As a result of her failure to meet her payment obligations under the Note and Mortgage, Borrower defaulted on the subject mortgage loan, with the mortgage account currently due for May 2012.

6. On or about August 27, 2012, MERS, as nominee for American Brokers Conduit executed an assignment of the Mortgage to Citibank, as Trustee via an Assignment of Mortgage or Deed of Trust recorded in the Land Evidence Records for the Town of Westerly on October 9, 2012 at Book 1932, Page 724 (the "Assignment"). The Assignment conveyed MERS' legal interest in the Mortgage to Citibank, as Trustee.

7. In September 2016, a Confidential Settlement and Release Agreement was entered into by and between the Borrower and Citibank, as Trustee to resolve and settle litigation previously commenced by the Borrower in 2013 and 2016. To preserve confidentiality, a copy of the Confidential Settlement and Release Agreement is not attached as an exhibit to this Affidavit. This Confidential Settlement and Release Agreement, among other terms, included a release by the Borrower of all known and unknown claims as to Citibank, as Trustee. In addition, the Confidential Settlement and Release Agreement provided, *inter alia*, for the following:

**Acknowledgment of Debt:** Borrower [i.e. Caito] acknowledges and confirms that the Investor [i.e. Citibank, as Trustee] is the current mortgagee and Note holder, and that certain debt incurred by her on the June 6, 2006 note to American Brokers Conduit is owed to Investor. Borrower acknowledges the validity of the Assignment of Mortgage from American Brokers Conduit to Investor and the validity of the debt to the Investor, and hereby waives here right to challenge the validity of the Assignment and debt.

8. Prior to the initiation of the pending judicial foreclosure action, Ocwen mailed Borrower notice of her default on the Note and Mortgage and right to cure to the Property address on May 11, 2018 (the "Notice of Default").

9. Borrower failed to cure her default by June 17, 2018, as was required in the Notice of Default to avoid acceleration and sale. Borrower has not reinstated the Mortgage following her receipt of the Notice of Default. Following the Borrower's failure to cure her default, judicial foreclosure proceedings were then commenced to proceed to a foreclosure auction of the Property.

10. According to Ocwen's records, as of May 14, 2019, approximately \$4,622,474.40 is due and owing in principal, \$1,350,190.85 is due and owing in interest, and \$210,438.82 is due and owing in escrow payments on the Borrower's mortgage loan.

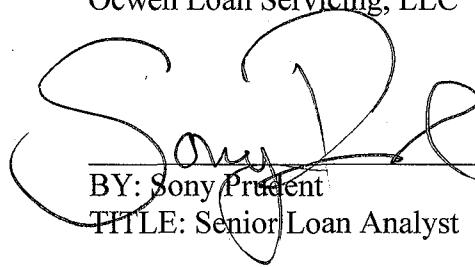
11. Since Borrower's default on the Mortgage in May 2012, additional costs, fees and expenses have been incurred on Borrower's mortgage loan and applied to the unpaid balance.

Attached hereto as *Exhibit A* is a true and accurate copy of the Payment Reconciliation History on the Mortgage, itemizing all costs, fees and expenses applied to the account. All costs, fees, and expenses are necessary and proper and were incurred in compliance with the terms of the Note and Mortgage.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND  
CORRECT. EXECUTED ON May 15, 2019.

Ocwen Loan Servicing, LLC

  
Sony  
BY: Sony Prudent  
TITLE: Senior Loan Analyst

**CERTIFICATE OF SERVICE**

I, Ethan Z. Tieger, hereby certify that the documents filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as nonregistered participants on May 15, 2019.

/s/ Ethan Z. Tieger

Ethan Z. Tieger